UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

: Chapter 11 Case No.

: LEHMAN BROTHERS HOLDINGS INC., et al.,

Debtors.

: (Jointly Administered)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

LBVN Holdings, L.L.C.

Name of Transferee

Name and Address where notices to transferee should be sent:

P.O. Box 1641

New York, New York 10150

E-mail: lbvn@lbvn.myhostedsolution.net

Phone: N/A

Last Four Digits of Acct #: N/A

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP

1285 Avenue of the Americas New York, New York 10019-6064 Attention: Andrew N. Rosenberg

Phone: (212) 373-3158 Facsimile: (212) 492-0158

E-Mail: arosenberg@paulweiss.com

Name and Address where transferee payments should be sent (if different from above): N/A

Goldman Sachs & Co.

Name of Transferor

Court Claim # (if known): 62743 Total Claim Amount: \$633,921,237.46

Amount of Claim as Filed with respect to ISIN XS0297183187: \$5,697,600.00

Amount of Claim as Filed with respect to ISIN XS0297183187 to be Transferred: \$5,697,600.00 (or 100% of the Amount of Claim as Filed with respect to ISIN XS0297183187)

Allowed Amount of Claim with respect to ISIN XS0297183187: \$6,321,349.89
Allowed Amount of Claim with respect to ISIN XS0297183187 to be Transferred: \$6,321,349.89 (or 100% of the Allowed Amount of Claim with respect to ISIN XS0297183187)

Date Claim Filed: November 2, 2009

Court Claim # (if known): 62744 Total Claim Amount: \$1,442,845,973.76

Amount of Claim as Filed with respect to ISIN XS0297183187: \$8,546,400.00

Amount of Claim as Filed with respect to ISIN XS0297183187 to be Transferred: \$8,546,400.00 (or 100% of the Amount of Claim as Filed with respect to ISIN XS0297183187)

Allowed Amount of Claim with respect to ISIN

XS0297183187: \$9,482,024.83
Allowed Amount of Claim with respect to ISIN
XS0297183187 to be Transferred: \$9,482,024.83 (or
100% of the Allowed Amount of Claim with respect
to ISIN XS0297183187)

Date Claim Filed: November 2, 2009

30 Hudson Street, 5th Floor Jersey City, NJ 07302 Attention: Michelle Latzoni Phone: (212) 934-3921 E-Mail: gsd.link@gs.com

PLEASE SEE ATTACHED EXHIBITS

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

LBVN HOLDINGS, L.L.C.

By:

Date: April 6, 2013

Transferee/Transferee's Agent

Andrew N. Rosenberg/Authorized Signatory

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Exhibit A

Evidence of Transfer of Claim

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Goldman Sachs & Co. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to LBVN HOLDINGS, L.L.C. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts specified in Schedule 1 attached hereto (each a "Purchased Claim," and collectively, the "Purchased Claims"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller or Seller's predecessors in interest (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claims, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claims or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claims, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claims, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claims, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claims, but only to the extent of each Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claims and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), and (d), the "Transferred Claims"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.
- Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proofs of Claim collectively include all of the Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claims, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other general unsecured creditors of the same class and type as the Purchased Claims; (g) Seller has provided a true and correct copy of the Notice of Proposed Allowed Claim Amount (each, a "Notice") for each Proof of Claim to the extent and in the form received from Seller's predecessor in interest, and no action was undertaken by Seller with respect to any Notice; and (h) on or around April 4, 2013, Seller received the third distribution relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the "Third Distribution") and other than the Third Distribution, Seller has not received any payment or other distribution in full or partial satisfaction of the Transferred Claims.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect

to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property on account of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall (a) promptly (but in any event no later than three (3) business days after the date of this Agreement and Evidence of Transfer) remit the Third Distribution to Purchaser, and (b) promptly (but in any event no later than three (3) business days after receipt) remit to Purchaser any payments, distributions, proceeds or notices (other than notices publicly available or sent directly to Purchaser) received by Seller after the date of this Agreement and Evidence of Transfer of Claim on account of the Transferred Claims. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this $\frac{\text{MM}}{\text{M}}$ day of $\frac{\text{MM}}{\text{M}}$ 2013.

GOLDMAN SACHS & CO.

Jeremiah Keefe Managing Director

30 Hudson Street, 5th Floor Jersey City, NJ 07302 Attn: Michelle Latzoni Email: gsd.link@gs.com Tel: (212)934-3921

Name

Title

LBVN HOLDINGS, L.L.C.

P.O. Box 1641 New York, NY 10150 E-mail: lbvn@lbvn.myhostedsolution.net

With a copy to: Andy Rosenberg Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019-6064 Phone: 212-373-3125 Fax: 212-492-0125 IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this with day of 2013.

GOLDMAN SACHS & CO.

By: Name: Title:

30 Hudson Street, 5th Floor Jersey City, NJ 07302 Attn: Michelle Latzoni Email: gsd.link@gs.com Tel: (212)934-3921 LBVN HOLDINGS, L.L.C.

Name: Andrew N. Rosenberg Title: Authorized Signatory

P.O. Box 1641 New York, NY 10150 E-mail: lbvn@lbvn.myhostedsolution.net

With a copy to: Andy Rosenberg Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019-6064 Phone: 212-373-3125 Fax: 212-492-0125

Transferred Claims

Purchased Claims

- 100% of Proof of Claim Number 58894 relating to ISIN XS0266833515 = USD 14,194,490.63 (in allowed amount);
- 100% of Proof of Claim Number 63602 relating to ISIN XS0232364868 = USD 11,933,477.47 (in allowed amount);
- 100% of Proof of Claim Number 62743 relating to ISIN XS0297183187 = USD 6,321,349.89 (in allowed amount);
- 100% of Proof of Claim Number 62744 relating to ISIN XS0297183187 = USD 9,482,024.83 (in allowed amount);
- 100% of Proof of Claim Number 46900 relating to ISIN XS0276438255 = USD 14,191,057.71 (in allowed amount);
- 100% of Proof of Claim Number 62743 relating to ISIN XS0326264917 = USD 5,676,423.09 (in allowed amount); 9
- 100% of Proof of Claim Number 62744 relating to ISIN XS0326264917 = USD 8,514,634.63 (in allowed amount); 7.
- 3. 34.024244% of ISIN XS0342777371 = USD 4,074,095.71 (in allowed amount);
- 9. 50.218180% of ISIN XS0342777371 = USD 6,013,173.69 (in allowed amount);
- 100% of Proof of Claim Number 58221 relating to ISIN XS0352310485 = USD 7,095,528.86 (in allowed amount);
- 11. 100% of Proof of Claim Number 63660 relating to ISIN XS0216921741 = USD 7,236,850.46 (in allowed amount);
- 12. 100% of Proof of Claim Number 62743 relating to ISIN XS0257988484 = USD 2,554,390.39 (in allowed amount);

13. 100% of Proof of Claim Number 62744 relating to ISIN XS0257988484 = USD 3,831,585.58 (in allowed amount);

- 14. 100% of Proof of Claim Number 46900 relating to ISIN XS0273044940 = USD 7,095,528.85 (in allowed amount);
- 100% of Proof of Claim Number 50355 relating to ISIN XS0301316906 = USD 2,900,156.55 (in allowed amount);
- 100% of Proof of Claim Number 50351 relating to ISIN XS0301316906 = USD 4,350,234.83 (in allowed amount);

Schedule 1-1

772551v.4 153/05435

17. 100% of Proof of Claim Number 49737 relating to ISIN XS0272317131 = USD 7,095,529.00 (in allowed amount);

18. 100% of Proof of Claim Number 55829 relating to ISIN XS0334382065 = USD 5,179,736.07 (in allowed amount).

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount	Third Distribution Amount
-2	58894	XS0266833515	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 10,000,000.00	USD 14,194,490.63	\$436,667.23
2.	63602	XS0232364868	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 8,000,000.00	USD 11,933,477.47	\$367,111.35
3.	62743	XS0297183187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 4,000,000.00	USD 6,321,349.89	\$194,464.62
4.	62744	XS0297183187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 6,000,000.00	USD 9,482,024.83	\$291,696.95
5.	46900	XS0276438255	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 10,000,000.00	USD 14,191,057.71	\$436,561.63
6.	62743	XS0326264917	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 4,000,000.00	USD 5,676,423.09	\$174,624.65
7.	62744	XS0326264917	Lehman Brothers Treasury Co. B.V.	Lebman Brothers Holdings Inc.	EUR 6,000,000.00	USD 8,514,634.63	\$261,936.98
∞.	58980	XS0342777371	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,807,000.14	USD 4,074,095.71	\$125,332.00
9.	58982	XS0342777371	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 4,142,999.86	USD 6,013,173.69	\$184,984.15
10.	58221	XS0352310485	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,095,528.86	\$218,280.81
=======================================	09989	XS0216921741	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,236,850.46	\$222,628.30
12.	62743	XS0257988484	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,800,000.00	USD 2,554,390.39	\$78,581.08

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13.	62744	XS0257988484	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,700,000.00	USD 3,831,585.58	\$117,871.64
14.	46900	XS0273044940	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,095,528.85	\$218,280.80
15.	50355	XS0301316906	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,000,000.00	USD 2,900,156.55	\$89,217.94
16.	50351	XS0301316906	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 3,000,000.00	USD 4,350,234.83	\$133,826.92
17.	49737	XS0272317131	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,095,529.00	\$218,280.80
18.	55829	XS0334382065	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 3,650,000.00	USD 5,179,736.07	\$159,344.98

Exhibit B

Proofs of Claim

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	PRO	CURITIES PROGRAMS OF OF CLAIM Ulthern District of New York
In Re: Lehman Brothers Holdings Inc., et al., Debtors. Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) Note: This form may not be used to file claims other than those	08-13	ores Holdings Inc., El Al. 9555 (JMP) 0000062743
based on Lehman Programs Securities as listed on http://www.feliman-docket.com as of July 17, 2009	THIS SPACE	IS FOR COURT USE ONLY
Name and address of Creditor: (and name and address where notices should be Creditor) Elliott Associates, L.P.	sent if different from	Check this box to indicate that this claim amends a previously filed claim.
Creditor) Elliott Associates, L.P. Clu Elliott Management corporation TIL 5th Avenue, 35th Flour New York, M.Y. 10019 Telephone number: 212 974 6000 × 1310 Name and address where payment should be sent (if different from above)	FICE CELLIOTTM GMT.COM LIOTTM GMT, COM	Court Claim Number: (If known) Filed on: 10/30/09
		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: Email Address: 1. Provide the total amount of your claim based on Lehman Programs Securit Programs Securities as of September 15, 2008, whether you owned the Lehman and whether such claim matured or became fixed or liquidated before or after 5 dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs Amount of Claim: \$ 633,921,337,46 (Required)	n Programs Securities on Septer September 15, 2008. The claim e filing this claim with respect t Security to which this claim rel See GHILBED Sched	mber 15, 2008 or acquired them thereafter, amount must be stated in United States to more than one Lehman Programs Security, ates. He & official statement of Ugin.
Check this box if the amount of claim includes interest or other charges in		
2. Provide the International Securities Identification Number (ISIN) for each this claim with respect to more than one Lehman Programs Security, you may which this claim relates.	attach a schedule with the ISIN:	s for the Lehman Programs Securities to See affiched Schedule
International Securities Identification Number (ISIN):	(Required)	366 41140116110100
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electron appropriate (each, a "Blocking Number") for each Lehman Programs Security from your accountholder (i.e. the bank, broker or other entity that holds such so than one Lehman Programs Security, you may attach a schedule with the Block relates.	for which you are filing a claim ccurities on your behalf). If you	You must acquire a Blocking Number are filing this claim with respect to more
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction number:		
(Requir	ed) See attached	30000
4. Provide the Clearstream Bank, Euroclear Bank or other depository participa you are filing this claim. You must acquire the relevant Clearstream Bank, Eu accountholder (i.e. the bank, broker or other entity that holds such securities or numbers.	roclear Bank or other depositor	y participant account number from your
Accountholders Euroclear Bank, Clearstream Bank or Other Depository (Require		
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: B consent to, and are deemed to have authorized, Euroclear Bank, Clearstream B disclose your identity and holdings of Lehman Programs Securities to the Debt reconciling claims and distributions.	ank or other depository to fors for the purpose of	FOR COURT USE ONLY FILED / RECEIVED
Date. Signature: The person filing this claim must sign it. Sign a of the creditor or other person authorized to file this claim a number if different from the notice address above. Attach coany.	nd state address and telephone opy of power of attorney, if	NOV 0 2 2009 EPIQ BANKAN TCY SOLUTIONS, LLC
Boundary for proceeding from dulant claim: Fine of up to \$500,000 or it	annisonment for up to 5 years	or both 18 U.S.C. 88 152 and 3571

STATEMENT OF CLAIM

A. Amount of Claim

In addition to the claim amounts specified otherwise, the claim includes interest and Claimant's out-of-pocket costs, including legal fees, in an amount that can not be currently calculated, but does not include additional amounts that may be claimed under applicable foreign law, or that may be asserted against other entities liable on such debt.

Claimant reserves the right to file other proofs of claim with respect to other claims Claimant may hold against Debtor. The amounts set forth herein are exclusive of other amounts owned to Claimant not based on Lehman Program Securities.

B. Reservation of Rights

Claimant expressly reserves the right to hereafter amend and/or supplement its Proof of Claim, at any time, in any manner, and for any purpose including, but not limited to, the fixing of or supplementation to the amount reflected herein, and to assert rights of setoff or recoupment in relation to amounts, if any, determined to be owing by Claimant to the Debtor. Except as stated hereinabove, all offsets and deductions have been taken into consideration in making this Proof of Claim.

Claimant's filing of this Proof of Claim is not, and shall not be deemed or construed as (a) a consent by Claimant to the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced in any case or contested matter against or otherwise involving Claimant; (b) a waiver or release of Claimant's right to trial by jury in the Bankruptcy Court or any other court in any proceeding involving any of the matters set forth herein or related hereto; (c) a consent by Claimant to a jury trial in the Bankruptcy Court or any other court in any other proceeding involving any of the matters set forth herein or related hereto; (d) a waiver or release of Claimant's right to have any non-core proceedings determined by the United States District Court under *de novo* review; (e) a waiver of Claimant's right to seek withdrawal of the United States District Court's referral of the Bankruptcy Case and/or any proceedings related to the Bankruptcy Case to the Bankruptcy Court; and/or (f) an election of remedies.

This Statement of Claim is expressly incorporated by reference into, and thereby made a part of, Claimant's Proof of Claim against the Debtor.

		ELLIOTT ASSOCIATES, L.P.	ELLIOTT ASSOCIATES, L.P.
XS0257101856 CH0027120689 CH0027120697 CH0027120747 CH0027120754 CH0027120754 XS02317422771 XS03317422771	XS012694394 XS0126813053 XS0135804233 XS0313100678 XS0218304458 XS0218304458 XS0274127009 XS0270433206 XS0210433206 XS0163559841 XS01636363709	X\$0254171191 X\$0272543900 X\$0300055547 X\$0214267923 X\$0288579260 X\$019305358 X\$019305358 X\$013994643 X\$0213899510 X\$0293892419 X\$029131001 X\$0215760777 X\$0300113841	XSD330134007 CH0027120663 CH0027120671 CH0026915527 CH0026915527 CH0026985082 XSD213416141 XSD224346592 XSD2745744 XSD252835110 XSD257022714 XSD22626917 XSD128857413 XSD128857413 XSD128857413
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			\$5,484,200.00 PLUS ACCRUED \$1,217,960.21 PLUS ACCRUED \$388,062.38 PLUS ACCRUED \$6,600,645.28 PLUS ACCRUED \$9,383,402.04 PLUS ACCRUED \$5,383,402.04 PLUS ACCRUED \$7,948,152.00 PLUS ACCRUED \$7,948,152.00 PLUS ACCRUED \$5,438,778.00 PLUS ACCRUED \$24,385,778.00 PLUS ACCRUED \$5,697,600.00 PLUS ACCRUED
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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 In Re: Lehman Brothers Holdings Inc., et al., Debtors. Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000062744 THIS SPACE IS FOR COURT USE ONLY
Name and address of Creditor: (and name and address where notices should be see Creditor) E 111 off International, L.P. Clo Elliuft Management corporation TIZ 5th Avenue, 35th Flour New York, N.Y. 10019 Telephone number: 212 974 6000 × 1310 Telephone number: 212 974 6000 × Email Address: M STEPHANEELL	claim amends a previously filed claim. Court Claim Number:
	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
1. Provide the total amount of your claim based on Lehman Programs Securities Programs Securities as of September 15, 2008, whether you owned the Lehman Franch whether such claim matured or became fixed or liquidated before or after Set dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs Se Amount of Claim: \$ 1,442,845,973,76 (Required) 5 Check this box if the amount of claim includes interest or other charges in a	trograms Securities on September 15, 2008 or acquired them thereafter, intermber 15, 2008. The claim amount must be stated in United States filing this claim with respect to more than one Lehman Programs Security, curity to which this claim relates. Let a Glisched schedule of the ched statement of claim, addition to the principal amount due on the Lehman Programs Securities.
2. Provide the International Securities Identification Number (ISIN) for each L this claim with respect to more than one Lehman Programs Security, you may att which this claim relates.	ehman Programs Security to which this claim relates. If you are filling ach a schedule with the ISINs for the Lehman Programs Securities to (Required) See 9H4ched Schedule
International Securities Identification Number (ISIN): 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic appropriate (each, a "Blocking Number") for each Lehman Programs Security fo from your accountholder (i.e. the bank, broker or other entity that holds such sect than one Lehman Programs Security, you may attach a schedule with the Blocking relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction	Reference Number, or other depository blocking reference number, as r which you are filing a claim. You must acquire a Blocking Number trities on your behalf). If you are filing this claim with respect to more g Numbers for each Lehman Programs Security to which this claim Reference Number and or other depository blocking reference
number:	, see attached schedule
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant you are filing this claim. You must acquire the relevant Clearstream Bank, Euroaccountholder (i.e. the bank, broker or other entity that holds such securities on y numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Pa	account number related to your Lehman Programs Securities for which clear Bank or other depository participant account number from your our behalf). Beneficial holders should not provide their personal account
(Required)	· ·
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Ban disclose your identity and holdings of Lehman Programs Securities to the Debtor reconciling claims and distributions. Date. Signature: The person filing his claim must sign it. Sign and	k or other depository to s for the purpose of NOV 0 2 2009
of the creditor or other person authorized to file this claim and number if different from the potice address above. Attach copy any.	state address and telephone

STATEMENT OF CLAIM

A. Amount of Claim

In addition to the claim amounts specified otherwise, the claim includes interest and Claimant's out-of-pocket costs, including legal fees, in an amount that can not be currently calculated, but does not include additional amounts that may be claimed under applicable foreign law, or that may be asserted against other entities liable on such debt.

Claimant reserves the right to file other proofs of claim with respect to other claims Claimant may hold against Debtor. The amounts set forth herein are exclusive of other amounts owned to Claimant not based on Lehman Program Securities.

B. Reservation of Rights

Claimant expressly reserves the right to hereafter amend and/or supplement its Proof of Claim, at any time, in any manner, and for any purpose including, but not limited to, the fixing of or supplementation to the amount reflected herein, and to assert rights of setoff or recoupment in relation to amounts, if any, determined to be owing by Claimant to the Debtor. Except as stated hereinabove, all offsets and deductions have been taken into consideration in making this Proof of Claim.

Claimant's filing of this Proof of Claim is not, and shall not be deemed or construed as (a) a consent by Claimant to the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced in any case or contested matter against or otherwise involving Claimant; (b) a waiver or release of Claimant's right to trial by jury in the Bankruptcy Court or any other court in any proceeding involving any of the matters set forth herein or related hereto; (c) a consent by Claimant to a jury trial in the Bankruptcy Court or any other court in any other proceeding involving any of the matters set forth herein or related hereto; (d) a waiver or release of Claimant's right to have any non-core proceedings determined by the United States District Court under *de novo* review; (e) a waiver of Claimant's right to seek withdrawal of the United States District Court's referral of the Bankruptcy Case and/or any proceedings related to the Bankruptcy Case to the Bankruptcy Court; and/or (f) an election of remedies.

This Statement of Claim is expressly incorporated by reference into, and thereby made a part of, Claimant's Proof of Claim against the Debtor.

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